

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 8<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*San Francisco* P.O. Box 420603  
CA 94142-0603



## HOLIDAY PROVISIONS

FOR

**Asbestos Worker, Heat & Frost Insulator:**  
**Hazardous Material Handler Mechanic**

IN

IMPERIAL, INYO, KERN, LOS ANGELES, ORANGE,  
RIVERSIDE, SAN BERNARDINO, SAN DIEGO,  
SAN LUIS OBISPO, SANTA BARBARA,  
AND VENTURA COUNTIES

3-5-3

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\*  
\* MAINTENANCE AGREEMENT \*  
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Southern California Chapter  
Western Insulation  
Contractors Association  
and  
Local No.5  
International Association of  
Heat and Frost Insulators  
and Asbestos Workers

December 17, 2001  
to  
December 16, 2003

**RECEIVED**  
Department of Industrial Relations  
**JAN 22 2002**  
Div. of Labor Statistics & Research  
Chief's Office

2. The contribution rate provided for above may be increased or decreased by action of the Health & Welfare Fund Trustees on 90 days written notice to the Employer.

#### SECTION X EMPLOYEE TRAINING/CERTIFICATION

1. At all times during the term, or any extended term, of this Agreement, the Employer shall contribute, as provided in the Asbestos Abatement Training Trust Agreement for Maintenance Agreement, not to exceed twenty two cents (\$.22) per hour for each hour worked by Employees covered by this Agreement. This contribution shall be utilized by the Administrative Committee, through its Management Committee, to provide, through agreement with the Joint Apprenticeship Committee, or otherwise, Employee Training and Training Certifications as required by current or future Federal, State of California, and local laws, ordinances or regulations. Any costs in excess of twenty two cents (\$.22) per hour for such contributions shall be borne by the Union.

2. The contribution rate provided for above may be increased or decreased by action of the Administrative Committee or its successor on 90 days written notice to the Employer.

#### SECTION XI OVERTIME AND HOLIDAYS

1. All labor in excess of forty (40) hours per week, or eight (8) hours per work day and observed holidays, shall be known as overtime and shall be paid for at one and one-half (1-1/2) times the rate of wages if ordered by the Employer. The observed holidays are: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas. Such holidays shall be observed on days to coincide with national observance of the holidays. No work shall be performed on Labor Day, except in special cases of emergency and then only when triple (3) time is paid. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

2. If the observed holidays are not compatible with the customer's holidays, adjustments are possible by mutual agreement between the Employer and the Union.